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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 ANGEL OMAR ALVAREZ, an
12 individual; ALBERTO RIVERA, an
13 individual; FERNANDO RAMIREZ,
14 an individual; JUAN ROMERO, an
individual; and JOSE PAZ, an
individual; on behalf of themselves
and all others similarly situated,

15 Plaintiffs,

16 v.

17 XPO LOGISTICS CARTAGE, LLC
18 dba XPO LOGISTICS, a Delaware
19 Limited Liability Company; XPO
20 CARTAGE, INC. dba XPO
LOGISTICS, a Delaware
corporation; JEFFREY TRAUNER,
an individual; and DOES 1-100,
inclusive,

21 Defendants.

22 XPO LOGISTICS CARTAGE, LLC
23 dba XPO LOGISTICS, a Delaware
Limited Liability Company,

24 Counter-Claimant,

25 v.

26 ANGEL OMAR ALVAREZ, an
27 individual; ALBERTO RIVERA, an
individual; FERNANDO RAMIREZ,
28 an individual; JUAN ROMERO, an

CASE NO. 2:18-CV-03736-SJO-E

**[REDACTED] ORDER ON
STIPULATED PROTECTIVE
ORDER REGARDING
CONFIDENTIAL INFORMATION**

Judge: Hon. S. James Otero
Crtrm: 10C

Complaint Filed: February 26, 2018

individual; and JOSE PAZ, an individual; on behalf of themselves and all others similarly situated,

Counter-Defendants.

JAIRO MORENO MARTINEZ, JESUS CARREON, and RODOLPHO MORENO,

Plaintiffs,

v.

XPO LOGISTICS, INC.; XPO LOGISTICS, LLC; XPO INTERMODAL SOLUTIONS, INC.; XPO INTERMODAL SERVICES, LLC; XPO LOGISTICS CARTAGE, LLC; XPO CARTAGE, INC., each individually and d/b/a XPO LOGISTICS, and DOES 1 through 50, inclusive,

Defendants

XPO LOGISTICS CARTAGE, LLC,

Counter- Claimant,

v.

JAIRO MORENO MARTINEZ, JESUS CARREON, and RODOLPHO MORENO,

Counter-Defendants

CASE NO. 2:18-cv-06175-SJO-E

Complaint Filed: March 15, 2018

1 WHEREAS, Plaintiffs and Counter-Defendants Angel Omar Alvarez,
2 Alberto Rivera, Fernando Ramirez, Juan Romero, Jose Paz, Jairo Moreno Martinez,
3 Jesus Carreon, and Rodolpho Moreno (collectively "Plaintiffs") and Defendant and
4 Counterclaim Plaintiff XPO Logistics Cartage, LLC dba XPO Logistics and
5 Defendant Jeffrey Trauner (collectively, "Defendants/Counterclaim Plaintiff") have
6 determined that certain information to be produced in this action may contain
7 Confidential Information (as defined below), the unauthorized disclosure of which
8 could be detrimental to the legitimate commercial or privacy interests of the parties
9 that produced or designated this information as confidential or would contravene
10 applicable law;

11 THE PARTIES HEREBY SITPULATE, by and through their respective
12 counsel of record, to entry of the following protective order as an order of the
13 above-captioned Court ("Stipulated Protective Order") and propose to the Court as
14 follows:

15 1. PURPOSES AND LIMITATIONS

16 Discovery in this action potentially involves production of confidential,
17 proprietary or private information for which special protection from public
18 disclosure and from use for any purpose other than pursuing this litigation may be
19 warranted. Accordingly, the parties hereby stipulate to and petition the Court to
20 enter the following Stipulated Protective Order. The parties acknowledge that this
21 Order does not confer blanket protections on all disclosures or responses to
22 discovery and that the protection it affords from public disclosure and use extends
23 only to the limited information or items that are entitled to confidential treatment
24 under the applicable legal principles.

25 2. GOOD CAUSE STATEMENT

26 Discovery is likely to involve trade secrets, confidential and proprietary
27 information concerning XPO's business operations, XPO's contracts and
28 agreements with customers and drivers, personal information of Plaintiffs and other

1 third party individuals, including personal identifying information such as social
 2 security numbers, customer and pricing lists, and other valuable commercial,
 3 financial, technical and/or proprietary information for which special protection
 4 from public disclosure and from use for any purpose other than prosecution of this
 5 action may be warranted. Such confidential and proprietary materials and
 6 information consist of, among other things, confidential business or financial
 7 information, information regarding confidential business practices, or commercial
 8 information (including information implicating privacy rights of third parties),
 9 information otherwise generally unavailable to the public, or which may be
 10 privileged or otherwise protected from disclosure under state or federal statutes,
 11 court rules, case decisions, or common law. Accordingly, to expedite the flow of
 12 information, to facilitate the prompt resolution of disputes over confidentiality of
 13 discovery materials, to adequately protect information the parties are entitled to
 14 keep confidential, to ensure that the parties are permitted reasonable necessary uses
 15 of such material in preparation for and in the conduct of trial, to address their
 16 handling at the end of the litigation, and to serve the ends of justice, a protective
 17 order for such information is justified in this matter. It is the intent of the parties
 18 that information will not be designated as confidential for tactical reasons and that
 19 nothing be so designated without a good faith belief that it has been maintained in a
 20 confidential, non-public manner, and there is good cause why it should not be part
 21 of the public record of this case.

22 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

23 The parties further acknowledge, as set forth in Section 14.3, below, that this
 24 Stipulated Protective Order does not entitle them to file confidential information
 25 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
 26 and the standards that will be applied when a party seeks permission from the court
 27 to file material under seal. There is a strong presumption that the public has a right
 28 of access to judicial proceedings and records in civil cases. In connection with non-

1 dispositive motions, good cause must be shown to support a filing under seal. See
 2 Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006),
 3 Phillips v. Gen. Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-
 4 Welbon v. Sony Electronics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even
 5 stipulated protective orders require good cause showing). A specific showing of
 6 good cause or compelling reasons with proper evidentiary support and legal
 7 justification, must be made with respect to Protected Material that a party seeks to
 8 file under seal. The parties' mere designation of Disclosure or Discovery Material
 9 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
 10 ONLY" does not— without the submission of competent evidence by declaration,
 11 establishing that the material sought to be filed under seal qualifies as confidential,
 12 privileged, or otherwise protectable—constitute good cause.

13 Further, if a party requests sealing related to a dispositive motion or trial,
 14 then compelling reasons, not only good cause, for the sealing must be shown, and
 15 the relief sought shall be narrowly tailored to serve the specific interest to be
 16 protected. See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th Cir.
 17 2010). For each item or type of information, document, or thing sought to be filed
 18 or introduced under seal, the party seeking protection must articulate compelling
 19 reasons, supported by specific facts and legal justification, for the requested sealing
 20 order. Again, competent evidence supporting the application to file documents
 21 under seal must be provided by declaration.

22 Any document that is not confidential, privileged, or otherwise protectable in
 23 its entirety will not be filed under seal if the confidential portions can be redacted.
 24 If documents can be redacted, then a redacted version for public viewing, omitting
 25 only the confidential, privileged, or otherwise protectable portions of the document,
 26 shall be filed. Any application that seeks to file documents under seal in their
 27 entirety should include an explanation of why redaction is not feasible.
 28

1 4. DEFINITIONS

2 4.1 Action: The instant action: *Angel Omar Alvarez, et al. v. XPO*
3 *Logistics Cartage, LLC dba XPO Logistics, et al.*, 2:18-cv-03736-SJO-E.

4 4.2 Challenging Party: a Party or Non-Party that challenges the
5 designation of information or items under this Order.

6 4.3 “CONFIDENTIAL” Information or Items: information (regardless of
7 how it is generated, stored or maintained) or tangible things in the possession of a
8 Designating Party who believes in good faith that such Information or Items are
9 entitled to confidential treatment.

10 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as
11 their support staff).

12 4.5 Designating Party: a Party or Non-Party that designates information or
13 items that it produces in disclosures or in responses to discovery as
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
15 ONLY.”

16 4.6 Disclosure or Discovery Material: all items or information, regardless
17 of the medium or manner in which it is generated, stored, or maintained (including,
18 among other things, testimony, transcripts, and tangible things), that are produced
19 or generated in disclosures or responses to discovery or testified to during
20 deposition or other proceedings.

21 4.7 Expert: a person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its Counsel to serve as
23 an expert witness, or expert consultant, in this Action.

24 4.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
25 Information or Items: information (regardless of how it is generated, stored or
26 maintained) or tangible things in the possession of a Designating Party who
27 believes in good faith that the Disclosure of such Information or Item to another
28 Party or Non-Party would create a substantial risk of serious financial or other

1 injury that cannot be avoided by less restrictive means.

2 4.9 House Counsel: attorneys who are employees of a party to this Action.
3 House Counsel does not include Outside Counsel of Record or any other outside
4 counsel.

5 4.10 Non-Party: any natural person, partnership, corporation, association or
6 other legal entity not named as a Party to this Action.

7 4.11 Outside Counsel of Record: attorneys who are not employees of a
8 Party to this Action, but are retained to represent a Party to this Action and have
9 appeared in this Action on behalf of that Party or are affiliated with a law firm that
10 has appeared on behalf of that Party, and includes support staff.

11 4.12 Party: any party to this Action, including all of its officers, directors,
12 employees, consultants, retained experts, and Outside Counsel of Record (and their
13 support staffs).

14 4.13 Producing Party: a Party or Non-Party that produces Disclosure or
15 Discovery Material in this Action.

16 4.14 Professional Vendors: persons or entities that provide litigation
17 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)
19 and their employees and subcontractors.

20 4.14 Protected Material: any Disclosure or Discovery Material that is
21 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
22 ATTORNEYS' EYES ONLY."

23 4.15 Receiving Party: a Party that receives Disclosure or Discovery
24 Material from a Producing Party.

25 5. SCOPE

26 The protections conferred by this Stipulation and Order cover not only
27 Protected Material (as defined above), but also (1) any information copied or
28 extracted from Protected Material; (2) all copies, excerpts, summaries, or

1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the
4 trial judge and other applicable authorities. This Order does not govern the use of
5 Protected Material at trial.

6 6. DESIGNATING PROTECTED MATERIAL

7 6.1 Exercise of Restraint and Care in Designating Material for Protection.

8 Each Party or Non-Party that designates information or items for protection under
9 this Stipulated Protective Order as “CONFIDENTIAL” or “HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” must take care to limit any
11 such designations to specific material that qualifies under the appropriate standards.
12 The Designating Party must designate for protection only those parts of material,
13 documents, items or oral or written communications that qualify so that other
14 portions of the material, documents, items or communications for which protection
15 is not warranted are not swept unjustifiably within the ambit of this Order.
16 Designations with a higher confidentiality level when a lower level would suffice
17 are prohibited.

18 Mass, indiscriminate or routinized designations are prohibited. Designations
19 that are shown to be clearly unjustified or that have been made for an improper
20 purpose (e.g., to unnecessarily encumber the case development process or to
21 impose unnecessary expenses and burdens on other parties) may expose the
22 Designating Party to sanctions.

23 If it comes to a Designating Party’s attention that information or items that it
24 designated for protection do not qualify for protection or do not qualify for the level
25 of protection initially asserted, that Designating Party must promptly notify all
26 other Parties that it is withdrawing the inapplicable designation.

27 6.2 Manner and Timing of Designations. Except as otherwise provided in
28 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material

1 that qualifies for protection under this Order must be clearly so designated before
2 the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic
5 documents, but excluding transcripts of depositions or other pretrial or trial
6 proceedings), that the Producing Party affix at a minimum, the applicable legend
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY” (hereinafter “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”
9 legend), to each page that contains protected material. If only a portion of the
10 material on a page qualifies for protection, the Producing Party also must clearly
11 identify the protected portion(s) (e.g., by making appropriate markings in the
12 margins).

13 A Party or Non-Party that makes original documents available for inspection
14 need not designate them for protection until after the inspecting Party has indicated
15 which documents it would like copied and produced. During the inspection and
16 before the designation, all of the material made available for inspection shall be
17 deemed “HIGHLY CONFIDENTIAL.” After the inspecting Party has identified the
18 documents it wants copied and produced, the Producing Party must determine
19 which documents, or portions thereof, qualify for protection under this Order. Then,
20 before producing the specified documents, the Producing Party must affix the
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” legend to each page that
22 contains Protected Material. If only a portion of the material on a page qualifies for
23 protection, the Producing Party also must clearly identify the protected portion(s)
24 (e.g., by making appropriate markings in the margins).

25 (b) for testimony given in deposition or other proceeding, the
26 Designating Party shall specify all protected testimony and the level of protection
27 being asserted. In the case of a deposition, the Designating Party may make that
28 designation during the deposition or on the next business day following the

1 deposition. In the case of other proceeding(s), the Designating Party may make that
 2 designation during the proceeding or may also invoke, on the record or by written
 3 notice to all parties on or before the next business day, a right to have up to 7-days
 4 from the date the proceeding transcript is received by the Designating Party to make
 5 its designations. In the event there is a motion or hearing deadline for which the
 6 proceeding testimony, other than deposition testimony, may be necessary, the
 7 Designating Party shall make its designations to the proceeding transcript by 5:00
 8 PST at least three (3) business days before the motion or hearing deadline. The use
 9 of a document as an exhibit at a deposition or hearing shall not in any way affect its
 10 designation.

11 (c) for information produced in some form other than documentary
 12 and for any other tangible items, that the Producing Party affix in a prominent place
 13 on the exterior of the container or containers in which the information is stored the
 14 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." If only a portion or
 15 portions of the information warrants protection, the Producing Party, to the extent
 16 practicable, shall identify the protected portion(s).

17 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 18 failure to designate qualified information or items does not, standing alone, waive
 19 the Designating Party's right to secure protection under this Order for such
 20 material. Upon timely correction of a designation, the Receiving Party must make
 21 reasonable efforts to assure that the material is treated in accordance with the
 22 provisions of this Order.

23 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 7.1. Timing of Challenges. Any Party or Non-Party may challenge a
 25 designation of confidentiality at any time that is consistent with the Court's
 26 Scheduling Order.

27 7.2 Meet and Confer. The Challenging Party shall initiate the dispute
 28 resolution process under Local Rule 37-1 et seq.

1 7.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
2 joint stipulation pursuant to Local Rule 37-2.

3 7.4 The burden of persuasion in any such challenge proceeding shall be on
4 the Designating Party. Frivolous challenges, and those made for an improper
5 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
6 parties) may expose the Challenging Party to sanctions. Unless the Designating
7 Party has waived or withdrawn the confidentiality designation, all parties shall
8 continue to afford the material in question the level of protection to which it is
9 entitled under the Producing Party's designation until the Court rules on the
10 challenge.

11 8. ACCESS TO AND USE OF PROTECTED MATERIAL

12 8.1 Basic Principles. A Receiving Party may use Protected Material that is
13 disclosed or produced by another Party or by a Non-Party in connection with this
14 Action only for prosecuting, defending or attempting to settle this Action. Such
15 Protected Material may be disclosed only to the categories of persons and under the
16 conditions described in this Order. When the Action has been terminated, a
17 Receiving Party must comply with the provisions of Section 14 below (FINAL
18 DISPOSITION).

19 Protected Material must be stored and maintained by a Receiving Party at a
20 location and in a secure manner that ensures that access is limited to the persons
21 authorized under this Order.

22 8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
23 otherwise ordered by the Court or permitted in writing by the Designating Party, a
24 Receiving Party may disclose any information or item designated
25 "CONFIDENTIAL" only to:

26 (a) the Receiving Party's Outside Counsel of Record in this Action,
27 as well as employees of said Outside Counsel of Record to whom it is reasonably
28 necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided the witness and the witness's attorney sign the form attached as Exhibit A hereto. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediators or settlement officers and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY" Information or Items. Unless permitted in writing by the Designating Party, a Receiving Party may disclose material designated "HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY" without further approval only to:

1 (a) the Receiving Party's Outside Counsel of Record in this Action
2 and employees of Outside Counsel of Record to whom it is reasonably necessary to
3 disclose the information;

4 (b) the Court and its personnel;

5 (c) court reporters and their staff;

6 (d) professional jury or trial consultants, and professional vendors to
7 whom disclosure is reasonably necessary, and who have signed the
8 Acknowledgment and Agreement to Be Bound (Exhibit A);

9 (e) Experts (as defined in this Order) of the Receiving Party to
10 whom disclosure is reasonably necessary for this Action and who have signed the
11 "Acknowledgment and Agreement to Be Bound" (Exhibit A); and

12 (f) the author or recipient of a document containing the material, or
13 a custodian or other person who otherwise possessed or knew the information.

14 8.4 Procedures for Approving or Objecting to Disclosure of "HIGHLY
15 CONFIDENTIAL – ATTORNEYS EYES ONLY" Material to House Counsel or
16 Experts. Unless agreed to in writing by the designator:

17 (a) A party seeking to disclose to House Counsel any material
18 designated "HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY" must first
19 make a written request to the Designating Party providing the full name of the
20 House Counsel, the city and state of such counsel's residence, and such counsel's
21 current and reasonably foreseeable future primary job duties and responsibilities in
22 sufficient detail to determine present or potential involvement in any competitive
23 decision-making.

24 (b) A Party that makes a request and provides the information
25 specified in paragraph (a) may disclose the designated material to the identified
26 House Counsel unless, within seven days of delivering the request, the Party
27 receives a written objection from the Designating Party providing detailed grounds
28 for the objection.

1 (d) All challenges to objections from the Designating Party shall
2 proceed in accordance with Section 7 above.

3 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED
4 PRODUCED IN OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation
6 that compels disclosure of any information or items designated in this Action as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY,” that Party must:

9 (a) promptly notify in writing the Designating Party. Such
10 notification shall include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or
12 order to issue in the other litigation that some or all of the material covered by the
13 subpoena or order is subject to this Stipulated Protective Order. Such notification
14 shall include a copy of this Stipulated Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be
16 pursued by the Designating Party whose Protected Material may be affected. If the
17 Designating Party timely seeks a protective order, the Party served with the
18 subpoena or court order shall not produce any information designated in this action
19 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
20 ONLY” before a determination by the court from which the subpoena or order
21 issued, unless the Party has obtained the Designating Party’s permission. The
22 Designating Party shall bear the burden and expense of seeking protection in that
23 court of its Protected Material and nothing in these provisions should be construed
24 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
25 directive from another court.

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10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's Protected Material in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's Protected Material, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party, within fourteen (14) days of receiving the request, that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party, within fourteen (14) days of receiving the request, with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's Protected Material responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the

1 court. Absent a court order to the contrary, the Non-Party shall bear the burden and
2 expense of seeking protection in this Court of its Protected Material.

3 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
5 Protected Material to any person or in any circumstance not authorized under this
6 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
7 writing the Designating Party of the unauthorized disclosures, (b) use its best
8 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
9 person or persons to whom unauthorized disclosures were made of all the terms of
10 this Order, and (d) request such person or persons to execute the "Acknowledgment
11 an Agreement to Be Bound" attached hereto as Exhibit A.

12 12. INADVERTENT PRODUCTION OF PRIVILEGED OR
13 OTHERWISE PROTECTED MATERIAL

14 When a Producing Party gives notice to Receiving Parties that certain
15 inadvertently produced material is subject to a claim of privilege or other
16 protection, the obligations of the Receiving Parties are those set forth in Federal
17 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
18 whatever procedure may be established in an e-discovery order that provides for
19 production without prior privilege review. Pursuant to Federal Rule of Evidence
20 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
21 of a communication or information covered by the attorney-client privilege or work
22 product protection, the Parties may incorporate their agreement in the stipulated
23 protective order submitted to the court.

24 13. MISCELLANEOUS

25 13.1 Right to Further Relief. Nothing in this Order abridges the rights of
26 any Party to seek its modification by the Court in the future.

27 13.2 Right to Assert Other Objections. By stipulating to the entry of this
28

1 Protective Order, no Party waives any right it otherwise would have to object to
2 disclosing or producing any information or item on any ground not addressed in
3 this Stipulated Protective Order. Similarly, no Party waives any right to object on
4 any ground to use in evidence of any of the material covered by this Protective
5 Order.

6 13.3 Filing Protected Material. A Party that seeks to file under seal any
7 Protected Material must comply with Local Civil Rule 79-5. Protected Material
8 may only be filed under seal pursuant to a court order authorizing the sealing of the
9 specific Protected Material. If a Party's request to file Protected Material under seal
10 is denied by the court, then the Receiving Party may file the information in the
11 public record unless otherwise instructed by the court.

12 14. FINAL DISPOSITION

13 After the final disposition of this Action, as defined in Section 4, within 60
14 days of a written request by the Designating Party, each Receiving Party must
15 return all Protected Material to the Producing Party or destroy such material. As
16 used in this subdivision, "all Protected Material" includes all copies, abstracts,
17 compilations, summaries, and any other format reproducing or capturing any of the
18 Protected Material. Whether the Protected Material is returned or destroyed, the
19 Receiving Party must submit a written certification to the Producing Party (and, if
20 not the same person or entity, to the Designating Party) by the 60-day deadline that
21 (1) identifies (by category, where appropriate) all the Protected Material that was
22 returned or destroyed and (2) affirms that the Receiving Party has not retained any
23 copies, abstracts, compilations, summaries or any other format reproducing or
24 capturing any of the Protected Material. Notwithstanding this provision, Counsel
25 are entitled to retain an archival copy of all pleadings, motion papers, trial,
26 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
27 and trial exhibits, expert reports, attorney work product, and consultant and expert
28 work product, even if such materials contain Protected Material. Any such archival

1 copies that contain or constitute Protected Material remain subject to this Protective
2 Order.

3 15. VIOLATION

4 Any violation of this Order may entitle any Party to secure any relief as the
5 Court deems just and appropriate.

6
7 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**
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10 Dated: 11/30/18



11 Hon. S. James Otero ~~CHARLES F. ECK~~
12 Judge of the United States District Court
13 ~~United States Magistrate Judge~~
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare
under penalty of perjury that I have read in its entirety and understand the
Stipulated Protective Order that was issued by the United States District Court for
the Central District of California on _____ [date] in the case of
Angel Omar Alvarez, et al. v. XPO Logistics Cartage, LLC dba XPO Logistics, et
al., 2:18-cv-03736-SJO-E.

I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order, and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this Action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____